

Robert E.L. Bonaparte, OSB No. 883411

E-Mail: bob@bb-law.net

Shenker & Bonaparte, LLP

1500 SW 1st Ave., Suite 765

Portland, OR 97201

Telephone: (503) 242-0005

Facsimile: (503) 323-7360

Attorneys for Plaintiffs Amy Edwards and Brian Wieser

**UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION**

AMY EDWARDS and BRIAN WIESER, husband and wife,)	Case No.
)	
Plaintiffs,)	COMPLAINT
)	(Breach of Insurance
v.)	Contract)
)	
TRAVELERS HOME AND MARINE INSURANCE COMPANY,)	JURY TRIAL REQUESTED
)	
Defendant.		

NATURE OF ACTION

1. This is an action by plaintiffs against their insurer, Travelers Home and Marine Insurance Company ("defendant" or "Travelers"), to recover on a loss incurred by plaintiffs. Although the insurance policy issued to plaintiffs by Travelers provides coverage, Travelers has failed and refused to provide full indemnity owed under the policy.

PARTIES

2. Plaintiffs Amy Edwards and Brian Wieser are the owners of property located in Multnomah County, Oregon (the "property").

3. Defendant is, and at all material times mentioned herein was, a corporation authorized to transact and transacting insurance in the state of Oregon. Travelers' state of incorporation is Connecticut and its principal place of business is in Connecticut.

JURISDICTION

4. Jurisdiction is proper pursuant to 28 U.S.C. § 1332(a)(1) because the amount in controversy exceeds \$75,000, exclusive of interest and costs, and the action is between citizens of different states.

5. Venue is proper pursuant to 28 U.S.C. § 1391(a).

CLAIM
(Breach of Contract)

COUNT ONE
(Breach of Express Contract)

6. Travelers issued and delivered to plaintiffs Homeowners Policy No. 9879729156331 (the "policy") in effect from December 13, 2013 through December 13, 2014.

7. The policy provided insurance against loss or damage caused by fire, including but not limited to structure, contents, and additional living expense (ALE).

8. While the policy was in full force and effect, on April 29, 2014, plaintiffs' home was damaged by fire, and as a result, plaintiffs suffered losses in excess of \$650,000, including \$375,000 for structure, \$225,000 for contents, and \$50,000 for ALE.

9. Plaintiffs have fully complied with each and every term, condition and provision of the policy.

10. Travelers has only paid \$97,000. There remains due and owing by defendant to plaintiffs in excess of \$550,000.

11. Plaintiffs are entitled to attorney fees under O.R.S. 742.061.

COUNT TWO
(Breach of Implied Covenant)

12. Plaintiffs reallege and incorporate by reference the allegations in paragraphs 1-11.

13. Defendant failed to make payment and refused to make payment for covered losses, in violation of the policy of insurance, thus causing damages to plaintiffs.

14. Defendant violated the implied covenant of good faith and fair dealing in failing properly to investigate the loss, adjust the claim, and pay plaintiffs for all the losses sustained, causing damages to plaintiffs:

- a. On or about April 29, 2014, a fire loss caused extensive damage to plaintiffs' home.
- b. Plaintiffs promptly reported the loss.
- c. More than six months have passed since proof of loss.

15. It was foreseeable to defendant that if it breached its obligations under the insurance policy, plaintiffs would suffer damages.

16. As a result of the breach of contract by defendant, plaintiffs have suffered damages as set forth in paragraph 8.

WHEREFORE, plaintiffs pray for judgment against defendant as follows:

- (a) For damages in excess of \$550,000;
- (b) For reasonable attorney fees to be determined by the court pursuant to O.R.S. 742.061;
- (c) For prejudgment interest from April 29, 2014;

- (d) For plaintiffs' costs and disbursements incurred in this action; and
- (e) For such other and further relief as the court deems just and equitable.

Dated this 31st day of October, 2014.

SHENKER & BONAPARTE, LLP

By /s/ Robert E.L. Bonaparte
Robert E.L. Bonaparte, OSB No. 883411
Of Attorneys for Plaintiffs